

REMARKS

This Response is submitted in reply to the Office Action dated July 11, 2008. Claims 25-45 are pending in the present application. Claims 25, 27-42 and 44 have been amended. Claims 25, 40, and 44 are in independent form. No new matter was introduced as a result of the amendments. Entry of the amendments and favorable reconsideration is respectfully requested. Please charge deposit account 02-1818 for all fees due in connection with this Response.

The Office Action rejected claims 25-45 under 35 U.S.C. §103(a) as being unpatentable over Scoggins et al. (US Pub. No. 2003/0227908). In light of the amendments made herein, Applicant respectfully disagrees with, and traverses, such rejection.

Regarding independent claims 25, 40, and 44, the Office Action states that Scoggins discloses “at least one service feature which requires a disconnection of the payload channel in the send and receive direction (see par. 0038, fig. 3: integrated node (IN) 301 is where a call originates. IN 302 is where a call terminates).” However, Scoggins discloses a method and apparatus for negotiating bearer control parameters using property sets. (Scoggins, abstr.) A property set is a specific set of default parameters or “properties” to be used for a given bearer type in an integrated node. (Scoggins, abstr.) Proposed is a way to negotiate bearer types and parameters without significantly increasing the bandwidth needed for the negotiation or requiring nodes to be provisioned. (Scoggins, abstr.) As noted in the Office Action, Fig. 3 of Scoggins shows an integrated node 302 where a call terminates. (page 3, last paragraph) The Office action further states that “MG 304 is the terminating (as a disconnection) or egress MG.” (emphasis added)(page 4, line 11) However, it should be appreciated that the terms “terminate” and “disconnect” are different and distinct terms. Disconnection relates to the interruption of a data transmission. Termination relates to converting data from one form to another in a network as shown in Scoggins, Fig. 3, including both media gateway controllers 306 and 307, both media gateways 303 and 304, and the packet network 305, integrated node 301 which is an originating or ingress node, and integrated node 302 which is a terminating or egress node. However, as disclosed in Scoggins, the bearer connection of a call is from a terminal on the side of the integrated node 301 to a terminal on the side of integrated node 302 without an interruption. Accordingly, Scoggins does not disclose, teach, or suggest at least the limitation of a “service feature which requires a disconnection of the payload channel” as recited in independent claim 25 and similarly recited in independent claims 40 and 44.

Further, the Office Action states that Scoggins does not explicitly disclose "...a transmission in a direction to the first subscriber is interrupted." (page 5, paragraph 2) However, the Office Action also states that "it would have been obvious to one of ordinary skill in the art at the time the invention was made to use the teaching's of Scoggins MGC controller (see par. 0039, fig. 3, and element MGC 307), in order to manage the transmitting and receiving without interruption." (page 5, last paragraph) As the Applicant best understands, the Office Action's statement is based on the assumption that the transmitting and receiving should be managed "without interruption." However, the claims explicitly require an interruption of a transmission. Moreover, as indicted above, the bearer connection of Scoggins is provided without interruption. Therefore, Scoggins does not disclose, teach, or suggest "a transmission in a direction to the first subscriber is interrupted" as recited in independent claim 25, and similarly recited in independent claims 40 and 44.

Accordingly, Scoggins does not disclose, teach, or suggest all of the limitations of independent claims 25, 40, and 44 as currently claimed. All of the other pending claims depend from independent claims 25, 40, and 44. Therefore, Applicant asserts that dependent claims 26-39, 41-43, and 45 are now in condition for allowance.

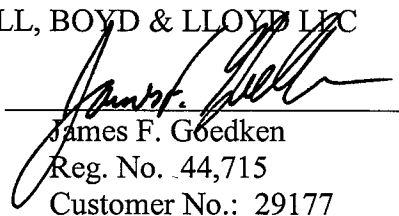
For all the reasons provided above, Applicant submits that all of the claims are in condition for allowance. An earnest endeavor has been made to place this application in condition for formal allowance and such action is courteously solicited. If the Examiner has any questions regarding this Response, applicant respectfully requests that the Examiner contact the undersigned.

The Commissioner is hereby authorized to charge deposit account 02-1818 for any fees which are due and owing.

Respectfully submitted,

BELL, BOYD & LLOYD LLC

BY



James F. Goedken
Reg. No. 44,715
Customer No.: 29177

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